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CENTRAL DISTRICT OF CALIF.
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BY _____

Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA – SOUTHERN DIVISION

SACV13-01387 DOC (RNBx)

FRANCIS JANCIK, individually
and on behalf of others similarly
situated,

Plaintiffs,

v.

REDBOX AUTOMATED
RETAIL, LLC, a Delaware limited
liability company; VERIZON AND
REDBOX DIGITAL
ENTERTAINMENT SERVICES,
LLC, a Delaware limited liability
company; and DOES 1 through 10,
inclusive,

Defendants.

CASE NO.

CLASS ACTION

COMPLAINT FOR:

- (1) VIOLATION OF THE AMERICANS WITH DISABILITIES ACT, 42 U.S.C. §§ 12101, *et seq.*;
- (2) VIOLATION OF THE UNRUH CIVIL RIGHTS ACT, Cal. Civ. Code § 51, *et seq.*;
- (3) VIOLATION OF THE CALIFORNIA DISABLED PERSONS ACT, Cal. Civ. Code §§ 54-54.3;
- (4) VIOLATION OF THE CONSUMER LEGAL REMEDIES ACT, Cal. Civ. Code §§ 1750 *et. seq.*;
- (5) VIOLATION OF THE CALIFORNIA FALSE ADVERTISING LAW, Cal. Bus. & Prof. Code §§ 17500, *et seq.*
- (6) VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW, Cal. Bus. & Prof. Code §§ 17200, *et seq.*

DEMAND FOR JURY TRIAL

COMPLAINT

1 Plaintiff, FRANCIS JANKIK, on behalf of himself and others similarly
2 situated (hereinafter “Plaintiff” or “Mr. Jancik”), hereby files this Complaint against
3 Defendants REDBOX AUTOMATED RETAIL, LLC a Delaware corporation
4 (hereinafter “Redbox” or “Defendant”); VERIZON AND REDBOX DIGITAL
5 ENTERTAINMENT SERVICES, LLC, a Delaware corporation (hereinafter
6 “Verizon” or “Defendant”); and DOES 1 through 10, inclusive (hereinafter
7 collectively referred to as “Defendants”). Plaintiff is informed and believes, and on
8 the basis of that information and belief alleges, as follows:

9 **NATURE OF THE CASE**

10 1. This action seeks to put an end to systemic civil rights violations
11 committed by Defendants against deaf and hard of hearing individuals in California
12 and nationwide. Plaintiff alleges that Defendants have failed to provide equal access
13 to their DVD and Blu-ray (hereafter “DVD”) and video streaming services by
14 refusing to make available closed captioned text for the deaf and hard of hearing—a
15 feature that is necessary for such individuals to understand the audio portion of the
16 video content.

17 2. This action further seeks to put an end to Defendants’
18 misrepresentations and false statements that their DVD and online video streaming
19 content is closed captioned for the hearing impaired and/or contains English
20 subtitles.

21 3. Redbox DVD rentals account for approximately 34% of the DVD rental
22 market nationwide, and Redbox has surpassed 2 billion DVD rentals nationally.
23 Defendant Redbox operates a network of over 42,000 automated video rental kiosks
24 at 34,600 locations, including grocery and convenience stores, mass merchant
25 retailers, drugstores, and restaurants in California and through-out the United States.
26 Among other services, these kiosks allow customers to browse, select, rent and/or
27 purchase DVDs. Customers also have the option of using Redbox’s website to
28 reserve DVDs for pick up at a kiosk location.

1 4. “Redbox Instant” offers its subscribers access to over 4,600
2 subscription titles that can be played through one’s computer or television using a
3 Redbox Instant-ready device, including smart phones, tablet computers, Xbox, smart
4 TV, a Blu-ray player, Roku, PC or Mac and four Redbox DVD rentals for \$8 a
5 month. Customers, subscribers and non-subscribers alike, can also digitally rent or
6 buy around 4,000 movies for a fee to augment their subscriptions with newer fare.
7 They can additionally use Defendant Verizon’s “Redbox Instant” website to reserve
8 DVDs to pick up at one of Defendant Redbox’s Kiosk locations.

9 5. Approximately 36 million Americans are deaf or hard of hearing.
10 Many of these individuals require closed captioning to meaningfully access the
11 audio component of television and video content. Just as buildings without ramps
12 bar people who use wheelchairs, video content without captions excludes deaf and
13 hard of hearing individuals. Closed captioning is a viewer activated system that
14 displays text on, for instance, television programming, or DVD movies. (This is
15 different from open captioning, which is automatically displayed for everyone, such
16 as subtitles in foreign language movies.) With closed captioning, deaf and hard of
17 hearing individuals have the opportunity to enjoy movies and television shows by
18 reading the captioned text. With closed captioning, these individuals can also watch
19 videos together with family and friends, whether or not deaf or hard of hearing.

20 6. Despite repeated requests by Plaintiff to Defendants to provide DVD
21 and video steaming content with closed captioning, Defendants have failed to do so.
22 By not providing DVD and video streaming content with captioning, Defendants are
23 creating barriers to full integration, independent living, and equal opportunity for
24 persons with disabilities, increasing the sense of isolation and stigma that the
25 Americans with Disabilities Act (“ADA”) was meant to redress.

26 7. The failure of Defendants to provide equal access to millions of deaf
27 and hard of hearing individuals violates the mandate of the ADA to provide “full and
28 equal enjoyment” of a public accommodation’s goods, services, facilities, and

1 privileges, including “place[s] of exhibition and entertainment,” “place[s] of
 2 recreation,” “sales or rental establishment[s],” and “service establishments.”
 3 28 C.F.R. § 36.201(a); 42 U.S.C. §12181(7). Because the kiosks and Defendants’
 4 internet websites are “places of public accommodation,” denial of equal access
 5 violates the ADA. Remedying these violations is critical to the ADA’s goal of
 6 providing people with disabilities the same access that others take for granted.
 7 Accordingly, Plaintiff, on behalf of himself and members of the putative classes
 8 and/or subclasses, seeks injunctive and declaratory relief to ensure that deaf and hard
 9 of hearing individuals have equal access to Defendants’ services.

10 8. Furthermore, despite Defendants’ failure to provide equal access to deaf
 11 and hard of hearing individuals, Defendants have advertised, and continue to falsely
 12 advertise, that their video content is closed captioned, when in fact, it is not.
 13 Defendants’ misrepresentations and false statements appear onscreen at their
 14 thousands of kiosk locations in California and nationwide and on their websites.
 15 These misrepresentations specifically target disabled persons, the deaf and hearing
 16 impaired. Furthermore, at all relevant times, Defendants knew or should have
 17 known that their DVD and online video streaming content lacked closed captioning,
 18 yet made and continue to make false statements to the contrary. To this day,
 19 Defendants have taken no meaningful steps to clear up Plaintiff’s and members of
 20 the putative classes’ confusion based on Defendants’ misrepresentations.

21 **PARTIES**

22 **A. Plaintiff Francis Jancik**

23 9. Plaintiff, Francis Jancik, is an individual over the age of eighteen (18)
 24 and is now, and at all relevant times mentioned in this Complaint was, a resident and
 25 domiciliary of the State of California in the County of Orange. Mr. Jancik is deaf
 26 and a member of a protected class under the Americans with Disabilities Act, the
 27 Unruh Civil Rights Act and the California Disabled Persons Act.

28 ///

1 10. Mr. Jancik frequently rents DVDs from Defendant Redbox using
2 Redbox's automated kiosks. In selecting DVDs, Mr. Jancik relies on Redbox's
3 representations that they are closed captioned. However, and despite Redbox's
4 representations to the contrary, the DVDs Mr. Jancik rents frequently lack closed
5 captioning. Mr. Jancik is harmed, inter alia, as he is denied equal access to the DVD
6 content, is deceived and suffers economic injury based on not receiving the product
7 or service he paid for.

8 11. Mr. Jancik has never subscribed to Defendant Verizon's Redbox Instant
9 service because of its failure to provide closed captioning, despite its representations
10 to the contrary. He has been harmed, inter alia, by his exclusion from the service, as
11 he feels it is unfair that he has inadequate access, which he believes to be the most
12 competitively priced unlimited viewing option for streaming movies. If Defendant
13 Verizon provided equal access to its Redbox Instant service, Mr. Jancik and other
14 members of the putative classes would subscribe.

15 **B. Defendant Redbox Automated Retail, LLC**

16 12. Plaintiff is informed and believes, and based thereon alleges, that
17 Defendant Redbox is a Delaware corporation with its principal place of business at
18 1800 114th Avenue S.E., Bellevue, Washington 98004. Defendant Redbox operates
19 a network of automated video rental kiosks at grocery and convenience stores, mass
20 merchant retailers, drugstores, and restaurants in California and through-out the
21 United States. At all times relevant hereto, Defendant Redbox has transacted, and
22 continues to transact, business throughout the State of California, including the
23 Central District.

24 **C. Defendant Verizon and Redbox Digital Entertainment Services, LLC**

25 13. Plaintiff is informed and believes, and based thereon alleges, that
26 Defendant Verizon is a Delaware corporation with its principal place of business at
27 One Verizon Way, Basking Ridge, New Jersey 07920. Defendant Verizon operates
28 a nationwide streaming business that offers its subscribers access to over 4,600 on-

1 demand titles via the internet. At all times relevant hereto, Defendant Verizon has
2 transacted, and continues to transact, business throughout the State of California,
3 including the Central District.

4 **D. Defendants, Does 1 through 10, Inclusive**

5 14. Does 1 through 10, inclusive, are now, and/or at all times mentioned in
6 this Complaint were, licensed to do business and/or actually doing business in the
7 State of California. Plaintiff does not know the true names or capacities, whether
8 individual, partner, or corporate, of DOES 1 through 10, inclusive, and for that
9 reason, DOES 1 through 10 are sued under such fictitious names. Plaintiff will seek
10 leave of court to amend this Complaint to allege such names and capacities as soon
11 as they are ascertained.

12 **E. All Defendants**

13 15. Plaintiff is informed and believes, and based upon such information and
14 belief alleges, that the Defendants, and each of them, are now and/or at all times
15 mentioned in this Complaint were in some manner legally responsible for the events,
16 happenings and circumstances alleged in this Complaint.

17 16. Plaintiff is informed and believes, and based upon such information and
18 belief alleges, that at all times herein mentioned, Defendants, and each of them,
19 proximately caused Plaintiff, all others similarly situated, and the general public to
20 be subjected to the unlawful practices, wrongs, complaints, injuries and/or damages
21 alleged in this Complaint.

22 17. Plaintiff is informed and believes, and based upon such information and
23 belief alleges, that Defendants, and each of them, are now and/or at all times
24 mentioned in this Complaint were, members of and/or engaged in a joint venture,
25 partnership and common enterprise, and were acting within the course and scope of,
26 and in pursuit of said joint venture, partnership and common enterprise and, as such
27 harmed Plaintiff and the putative class.

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1 directed toward Plaintiff and the members of the below-described classes and/or
2 subclasses.

3 **BACKGROUND**

4 **A. Defendants to Provide Deaf And Hard Of Hearing Individuals With** 5 **Meaningful Access to Their DVD and/or Video Streaming Content.**

6 23. Redbox DVD rentals account for approximately 34% of the DVD rental
7 market nationwide. Reports estimate Redbox's customers rent 62 million-plus
8 DVDs each month from its more than 42,000 kiosks. Redbox kiosks are self-service
9 automated machines that allow customers to rent and return DVDs by using a touch
10 screen interface. Redbox also allows customers to reserve DVDs at its kiosks
11 locations via the internet using its website at <http://www.redbox.com/>.

12 24. Redbox Instant by Verizon launched to the public on or around
13 March 14, 2013. Redbox Instant is a subscription-based service offering subscribers
14 access to over 4,600 on demand, streaming titles and four Redbox DVD rentals for
15 \$8 a month. Customers (non-subscribers and subscribers alike) can use Verizon's
16 website at <http://www.redboxinstant.com/> to reserve movies for rent to pick up at
17 Redbox's kiosks and also to digitally rent or buy digital movies for a fee from
18 Verizon's Redbox Instant rent/buy library of around 4,000 titles.

19 25. The overwhelming majority of the content available at Defendants'
20 kiosks and on their websites is not captioned and is therefore inaccessible to Plaintiff
21 and members of the putative classes and/or subclasses.

22 26. Defendant Verizon acknowledges as much on its website stating,
23 We also are continuing to expand the library of movies that have closed
24 captioning available for customers. To find out if a title is close-
25 captioned, just click its poster. If (CC) appears at the end of the
26 synopsis, that title is close-captioned.¹

27
28 ¹Redbox Instant By Verizon, Help Center, *Does Redbox Instant by Verizon Offer Closed Captioning (CC)?*, available
at: http://redboxinstant.custhelp.com/app/answers/detail/a_id/224, accessed Aug. 30, 2013.

1 27. Because of the way Defendants' kiosks and websites are set up, it is
2 difficult, if not impossible, to determine the exact percentage of closed captioned
3 content available from Defendants. For example, while customers can search for
4 titles based on whether they are formatted as Blu-Ray disks, DVDs, in high
5 definition or in standard definition, there is no feature that allows customers to
6 search for titles that are closed captioned.

7 28. Thus, titles that are captioned are hard to locate because captioned films
8 are not identified in the same manner as non-captioned films. One must comb
9 through the kiosk touchscreens and/or Defendants' websites and open each movie
10 icon to determine if captions are available. Since captions are generally not
11 available, this exercise is time consuming and ineffective.

12 29. Defendants thus provide accommodations, advantages, facilities,
13 privileges and services to customers that contain access barriers to the deaf and hard
14 of hearing. These barriers deny full and equal access to Plaintiff and members of the
15 putative classes and/or subclasses who would otherwise be able to fully and equally
16 enjoy Defendant's benefits and services.

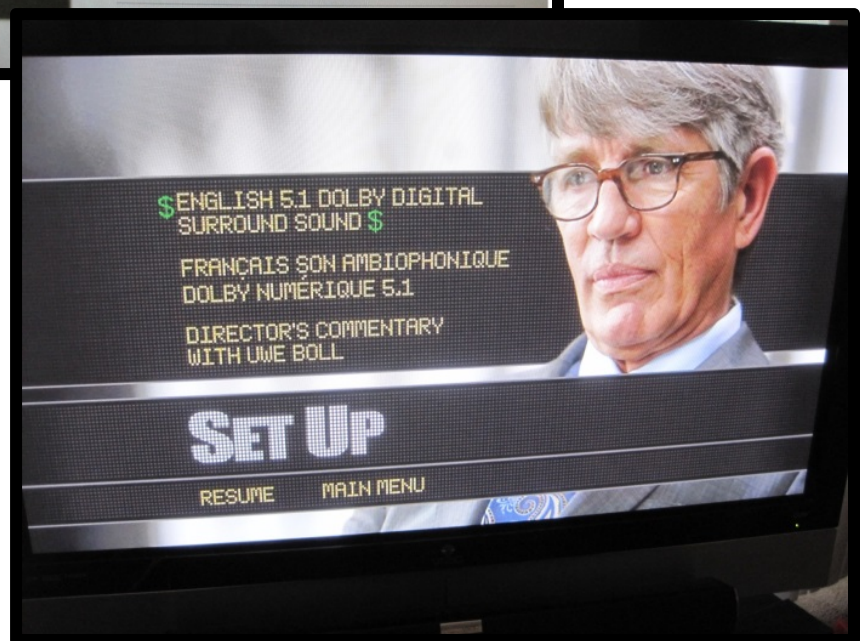
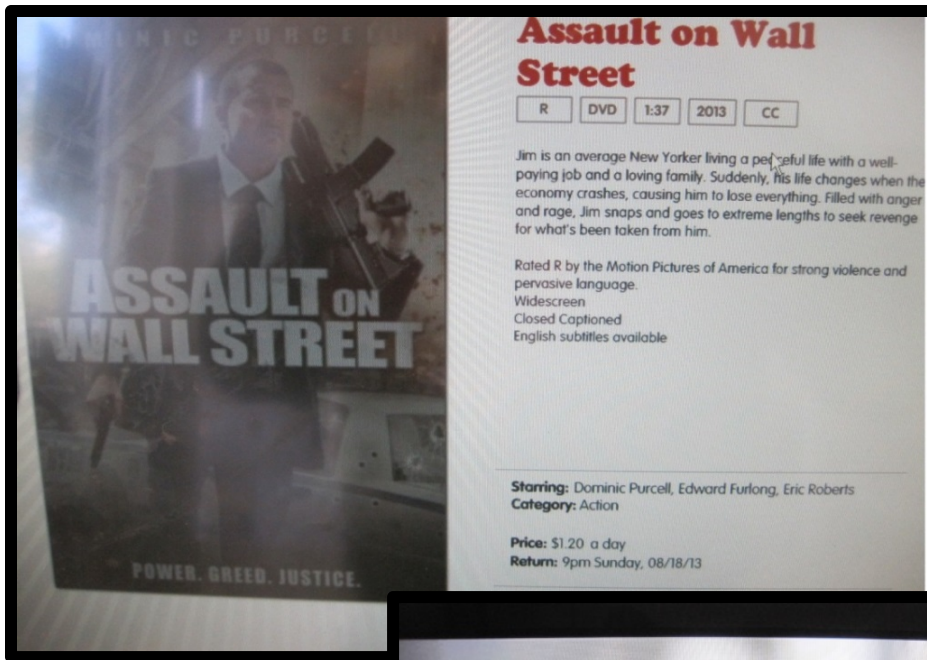
17 30. On September 5, 2013, Plaintiff notified Defendants by mail of the
18 unlawful accessibility barriers at Defendants' kiosks and on their websites and
19 requested that Defendants make their goods and services fully and equally accessible
20 under the law. Defendants have failed and refused to do so.

21 **B. Defendants' Misrepresentations And False Statements Regarding Closed**
22 **Captioning**

23 31. Defendants have made, and continue to make, misrepresentations
24 regarding the closed captioning of their DVD and/or video streaming content.
25 Defendants voluntarily represent, advertise and promote that DVD and video
26 streaming content available at their kiosks and on their websites is closed captioned,
27 when, in fact, it is not.

28 ///

32. The photographs below show Defendants' misrepresentations and false statements concerning the DVD, "Assault on Wall Street," provided at Defendants' kiosk locations. The photograph on the left reveals Defendants' representations on the kiosk touchscreen that the DVD is closed captioned (Closed Captioned is both presented in text, and through the use of the symbol: CC) and contains English subtitles. The photograph on the right shows the DVD menu and reveals that the DVD is neither closed captioned, nor does it contain English subtitles.



1 33. Defendants make similar misrepresentations and false statements that
2 Defendants' online streaming video contains closed captions when, in fact, it does
3 not.

4 34. Defendants' business practice of advertising and marketing their DVD
5 and online video streaming content as closed captioned and/or as containing English
6 subtitles when they are not, constitutes "unfair, deceptive, untrue or misleading
7 advertising" under the California Business and Professions Code, Sections 17200 *et.*
8 *seq.*, and 17500 *et. seq.*

9 35. Plaintiff and other reasonable consumers must and do rely on
10 companies such as Defendants' to honestly state the characteristics and particular
11 standards of their goods and services. Defendants intend and know that consumers
12 rely upon their statements made on labels, advertisements and on companies'
13 websites in making their purchase decisions. Such reliance by consumers is
14 reasonable because companies are prohibited from making false or misleading
15 statements on their products' labels under the law.

16 36. Defendants' representations that their DVD and online video streaming
17 content is closed captioned and/or as contains English subtitles when they do not are
18 misleading and/or fail to disclose material facts. Defendants knew, or should have
19 known, or were reckless in making their misrepresentations, that their conduct
20 targeted the deaf and hard of hearing, disabled consumers. Defendants knew or
21 should have known that their representations of standards, qualities, characteristics,
22 grade, affirmations of fact, and promises regarding the goods and services were
23 likely to deceive consumers into believing they were purchasing goods and services
24 that had the qualities and attributes, which they did not possess.

25 37. Plaintiff has been renting movies from Defendants for over a year.
26 Because Plaintiff is deaf, he relies on closed captioned text to understand the audio
27 portion of the video content. Thus, Plaintiff's purchases are based upon Defendants'
28 advertisements, labeling and representations including, but not limited to, their

1 representations that the movies are closed captioned and/or include English subtitles.
2 Had Plaintiff known the movies he was selecting were not closed captioned and did
3 not contain English subtitles, he would not have rented and/or purchased them. As a
4 result, Plaintiff has lost money and did not receive the product he bargained for.

5 38. After renting a number of movies from Defendants, which were
6 advertised and labeled as closed captioned and/or containing English subtitles, only
7 to learn they were not, Plaintiff began calling Defendants and requesting that the
8 false advertising be removed or that the closed captioning and/or English subtitles be
9 added.

10 39. Each time Plaintiff called, he was assured that either the false
11 advertising would be removed or the closed captioning would be added. However,
12 despite Defendants' assurance, Defendants took no corrective action.

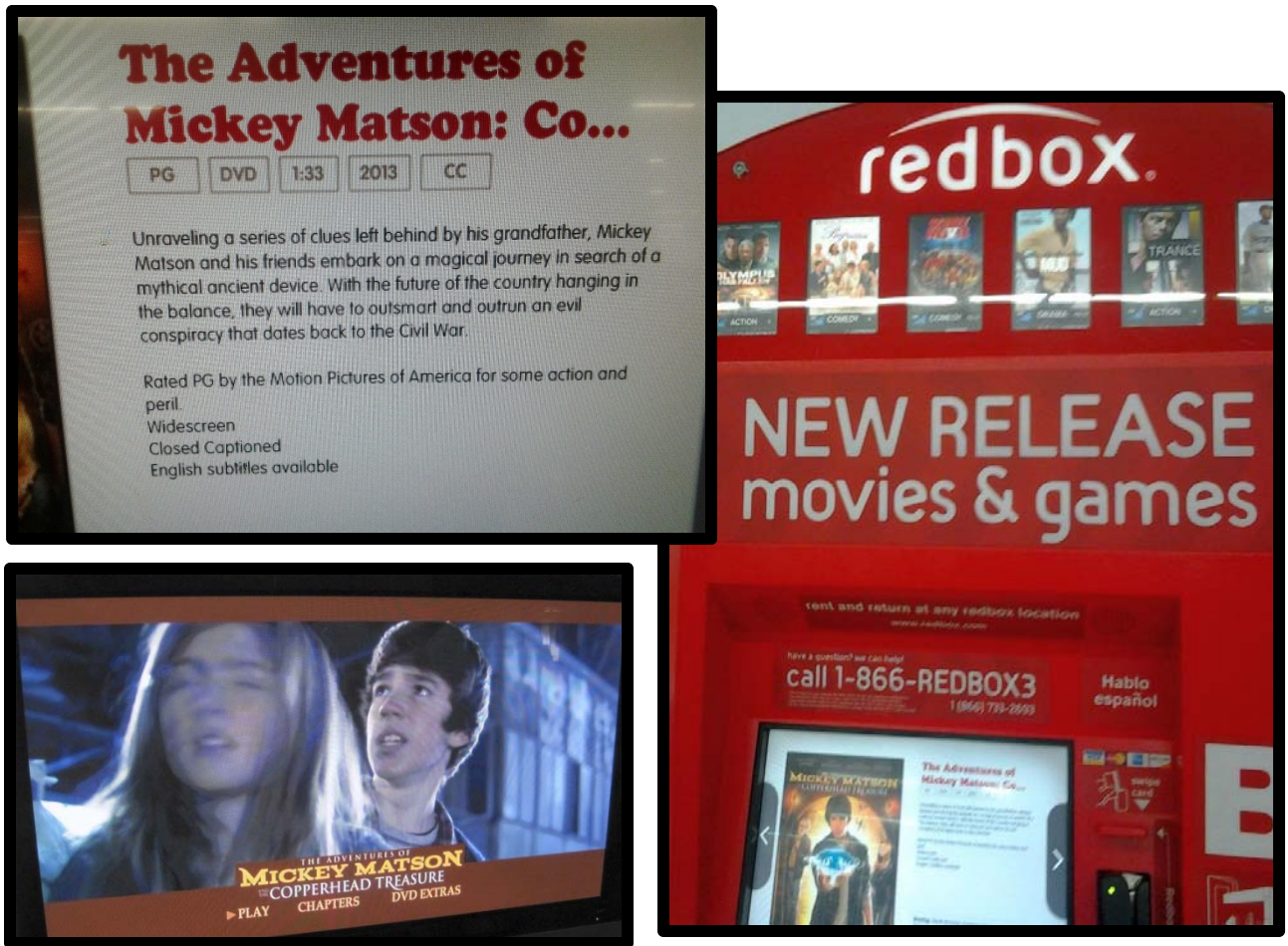
13 40. On or around August 4, 2013, Plaintiff rented the DVD, "The
14 Adventures of Mickey Matson: Copperhead Treasure," from Defendants. The
15 information provided on the touchscreen at the kiosk claimed the DVD was both
16 closed captioned and contained English subtitles. However, when Plaintiff returned
17 home and started the movie, neither closed captioning nor English subtitles were
18 available.

19 41. Retaining the services of a video relay interpreter, Plaintiff called
20 Defendants to report the false and misleading advertising. During the call,
21 Defendants assured Plaintiff that wither the false advertising would be removed or
22 the DVD would be replaced with another that in fact contained captions and English
23 subtitles.

24 42. Approximately two weeks later, on or around August 17, 2013, Plaintiff
25 noticed that information at Defendants' kiosk claimed the DVD, "The Adventures of
26 Mickey Matson: Copperhead Treasure," was closed captioned and contained English
27 subtitles. Assuming Defendants had replaced the version that lacked captions and
28 subtitles with one that had them, Plaintiff again selected and rented the DVD.

1 However, upon returning home to watch the DVD, Plaintiff learned that the DVD
2 still lacked captions and subtitles.

3 43. The photographs below were taken on or around August 17, 2013, and
4 show Defendants' representations that the DVD was both closed captioned and
5 contained English subtitles.



CLASS ACTION ALLEGATIONS

24 44. Plaintiff brings this suit as a class action on behalf of himself and on
25 behalf of others similarly situated pursuant to Fed. R. Civ. P. 23(a), 23(b)(2), and/or
26 23(b)(3). Subject to additional information obtained through further investigation
27 and/or discovery, the foregoing definition of the Class may be expanded or
28 narrowed. Plaintiff brings this suit on behalf of a proposed nation-wide class and a

1 California Sub-Class (collectively "the Classes") defined as follows:

2 **The Disabled Persons Class**

3 All deaf or hard of hearing persons residing in the United States who have
4 been or are being denied equal access to Defendants' DVD/Blu-Ray and/or
5 video streaming content during the time period permitted by applicable statutes
6 of limitations and continuing until present.

7 **The California Disabled Persons Sub-Class**

8 All deaf or hard of hearing persons residing in the State of California who have
9 been or are being denied equal access to Defendants' DVD/Blu-Ray and/or
10 video streaming content during the time period permitted by applicable statutes
11 of limitations and continuing until present.

12 **The California False Advertising Class**

13 All deaf or hard of hearing persons residing in California who rented and/or
14 purchased DVD/Blu-Ray and/or video streaming content from Defendants
15 during the time period permitted by applicable statutes of limitations and
16 continuing until present.

17 **The California Unfair Competition Law Class**

- 18 a. All deaf or hard of hearing persons residing in the State of California
19 who have been or are being denied equal access to Defendants'
20 DVD/Blu-Ray and/or video streaming content during the time
21 period permitted by the applicable statute of limitations and
22 continuing until present;
- 23 b. All deaf or hard of hearing persons residing in California who rented
24 an/or purchased DVD/Blu-Ray and/or video streaming content from
25 Defendants during the time period permitted by the applicable
26 statute of limitations and continuing until present.

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1 45. Numerosity: The members of the Classes are so numerous that joinder
2 of all members is impracticable. The Classes are comprised of thousands of
3 consumers throughout the United States and across California.

4 46. Commonality: Common questions of law and fact exist as to all
5 members of the Classes. These common questions predominate over the questions
6 affecting only individual members of the Classes. These common legal and factual
7 questions include, but are not limited to, the following:

- 8 a. Whether Defendants' kiosk locations are places of public
9 accommodation under the Americans Disabilities Act;
- 10 b. Whether Defendants' websites are places of public accommodation
11 under the Americans Disabilities Act;
- 12 c. Whether, by failing to provide closed captioned content on their
13 DVD and video streaming content, Defendants have discriminated
14 against the deaf and hard of hearing on the basis of disability in the
15 full and equal enjoyment of the goods, services, facilities, privileges,
16 advantages, or accommodations of places of public accommodation
17 in violation of the Americans Disabilities Act;
- 18 d. Whether Defendants have failed to provide equal access for people
19 with disabilities to the accommodations, advantages, facilities,
20 privileges, and services of their business establishments in Violation
21 of the Unruh Civil Rights Act;
- 22 e. Whether Defendants have failed to provide equal access for people
23 with disabilities to the accommodations, advantages, facilities and
24 privileges of places of public accommodation and other places to
25 which the public is invited in violation of the California Disabled
26 Persons Act;
- 27 f. Whether Defendants made representations, expressly or by
28 implication, that their DVD and/or video streaming content

1 contained closed captions when they did not;

2 g. Whether Defendants' conduct constitutes a violation of the
3 California Legal Remedies Act;

4 h. Whether Defendants' are liable for additional remedies pursuant to
5 California Civil Code section 1780(b)(1);

6 i. Whether Defendants' conduct constitutes a violation of §17500, *et*
7 *seq.*, of the *Business and Professions Code*;

8 j. Whether Defendants' conduct constitutes an unlawful business act
9 or practice within the meaning of *Business and Professions Code*
10 §17200;

11 k. Whether Defendants' conduct constitutes an unfair business act or
12 practice within the meaning of *Business and Professions Code*
13 §17200;

14 l. Whether Defendants' conduct constitutes a fraudulent business act
15 or practice within the meaning of *Business and Professions Code*
16 §17200;

17 m. Whether Plaintiff and members of the Class are entitled to damages,
18 restitution, and other relief.

19 47. Typicality: Plaintiff's claims are typical of the claims of the members of
20 the Classes as all members of the Classes are similarly affected by Defendants'
21 wrongful conduct. Plaintiff, like other members of the Classes, were denied equal
22 access and exposed to the same material misrepresentations. Plaintiff is advancing
23 the same legal theories on behalf of himself and all absent class members.

24 48. Adequacy of Representation: Plaintiff's claims are made in a
25 representative capacity on behalf of the other members of the Classes. Plaintiff has
26 no interests antagonistic to the interests of the other members of the proposed
27 Classes and is subject to no unique defenses. Plaintiff is committed to the vigorous
28 prosecution of this action and has retained competent counsel experienced in the

1 prosecution of class actions. Accordingly, Plaintiff is an adequate representative of
2 the proposed Classes and will fairly and adequately protect the interests of the
3 Classes.

4 49. Superiority: A class action is superior to other available means for the
5 fair and efficient adjudication of this dispute. Joinder of all members is
6 impracticable. The damages suffered by each individual member of the Classes
7 likely will be relatively small, especially given the relatively small cost of the DVD
8 rental and streaming services at issue and the burden and expense of individual
9 prosecution of the complex litigation necessitated by Defendants' conduct. Thus, it
10 would be virtually impossible for members of the Classes individually to effectively
11 redress the wrongs done to them. Moreover, even if members of the Classes could
12 afford individual actions, it would still not be preferable to class-wide litigation. The
13 burden of individual litigation on the court system would be significant.
14 Individualized actions present the potential for inconsistent or contradictory
15 judgments. By contrast, a class action presents far fewer management difficulties
16 and provides the benefits of single adjudication, economies of scale, and
17 comprehensive supervision by a single court.

18 50. This suit may be maintained as a class action under Fed. R. Civ. Pro.
19 23(b)(2) because Defendants have acted, and/or refused to act, on grounds generally
20 applicable to the Classes, thereby making appropriate final injunctive relief.
21 Specifically, injunctive relief is necessary and appropriate to require Defendants to:

- 22 a. Discontinue its unfair business practices;
- 23 b. Undertake an immediate public information campaign to inform
24 members of the proposed Classes as to their conduct as alleged in
25 this Complaint; and
- 26 c. Correct any erroneous impression consumers may have obtained
27 concerning the nature, characteristics, or qualities of the DVD rental
28 and streaming services provided by Defendants, including without

1 limitation, the placement of corrective marketing, advertising,
2 promoting and labeling, and providing written notice to the public.

3 **FIRST CAUSE OF ACTION**

4 **VIOLATION OF THE AMERICANS WITH DISABILITIES ACT**

5 **(On Behalf of Plaintiff, the Disabled Person Class and the California Disabled**
6 **Person Subclass, Against all Defendants)**

7 51. Plaintiff hereby incorporates by reference each and every one of the
8 allegations contained in the preceding paragraphs as if the same were fully set forth
9 herein.

10 52. Defendant Redbox operates places of public accommodation as defined
11 by Title III of the Americans with Disabilities Act, 42 U.S.C. § 12181(7)(E)-(F),
12 because Redbox DVD kiosks are “sales or rental establishments” and “service
13 establishments.”

14 53. Defendant Verizon operates places of public accommodation as defined
15 by Title III of the ADA, 42 U.S.C. § 12181(7)(C), (I), (E)-(F), because Redbox
16 Instant is a “Place of Exhibition and entertainment,” “sales or rental establishment,”
17 and “service establishments” and “place of recreation.”

18 54. Title III of the ADA provides that “places of public accommodation”
19 may not discriminate against people with disabilities. Specifically, it directs that:

20 No individual shall be discriminated against on the basis of disability in
21 the full and equal enjoyment of the goods, services, facilities, privileges,
22 advantages, or accommodations of any place of public accommodation
by any person who owns... or operates a place of public
accommodation.

23 42 U.S.C. §§ 12101 *et. seq.*

24 55. Discrimination under Title III includes the denial of an opportunity for
25 a person who is deaf or hard of hearing to participate in programs or services, or
26 providing a service that is not as effective as what is provided to others. 42 U.S.C.
27 § 12182(b)(1)(A)(i-iii).

28 ///

1 56. Because Defendant Redbox provides captions on only a limited number
2 of its DVDs, via its kiosks, which are places of public accommodation, deaf and
3 hard of hearing individuals do not have full and equal enjoyment of Redbox's goods
4 and services in violation of Title III of the ADA.

5 57. Because Defendant Verizon provides captions on only a limited number
6 of its Redbox Instant titles, available through the internet, a place of public
7 accommodation, deaf and hard of hearing individuals do not have "unlimited access"
8 and thus do not have full and equal enjoyment of on demand entertainment in
9 violation of Title III of the ADA.

10 58. Defendants, in violation of the auxiliary aids and services provision of
11 the ADA, 42 U.S.C. § 12182(b)(2)(A)(iii), have failed to make their goods and
12 services fully accessible to deaf and hard of hearing individuals.

13 59. Modifying its policies and providing closed captions as auxiliary aids
14 and services to make Defendant Redbox's DVD content accessible to deaf and hard
15 of hearing individuals would not fundamentally alter the nature of Redbox's DVD
16 rental business, nor would it pose an undue burden to this flourishing company.

17 60. Likewise, modifying its policies and providing closed captions as
18 auxiliary aids and services to make Defendant Verizon's Redbox Instant video
19 streaming content accessible to deaf and hard of hearing individuals would not
20 fundamentally alter the nature of Verizon's home entertainment business, nor would
21 it pose an undue burden to this burgeoning company.

22 61. Defendants' conduct constitutes an ongoing and continuous violation of
23 the law. Defendants have failed to take any prompt and equitable steps to remedy
24 their discriminatory conduct. Unless restrained from doing so, Defendants will
25 continue to so violate the law. Defendants' conduct has caused, and will continue to
26 cause, Plaintiff and members of the putative class injury. Plaintiff and members of
27 the putative class have no adequate remedy at law for the injuries they suffer and
28 will continue to suffer. Thus, Plaintiff and the members of the putative class are

1 entitled to injunctive relief.

2 62. Pursuant to the remedies, procedures, rights set forth in 42 U.S.C.
3 § 12188, Plaintiff prays for judgment as set forth below.

4 **SECOND CAUSE OF ACTION**

5 **VIOLATION OF THE UNRUH CIVIL RIGHTS ACT**

6 **(On Behalf of Plaintiff and the California Disabled Person Subclass**

7 **Against all Defendants)**

8 63. Plaintiff hereby incorporates by reference each and every one of the
9 allegations contained in the preceding paragraphs as if the same were fully set forth
10 herein.

11 64. The California Unruh Civil Rights Act, California Civil Code §§ 51, *et*
12 *seq.*, guarantees equal access for people with disabilities to the accommodations,
13 advantages, facilities, privileges, and services of all business establishments of any
14 kind whatsoever. Defendants are systematically violating the Unruh Civil Rights
15 Act.

16 65. Defendant Redbox's system of offering DVD rentals to the public
17 through its system of kiosks at thousands of locations throughout California is a
18 "business establishment" within the meaning of the Unruh Civil Rights Act. Redbox
19 generates hundreds of millions of dollars in revenue from the rental of goods at its
20 kiosks throughout California. Because Defendant Redbox provides captions on only
21 a limited number of DVDs, the goods, services, advantages, accommodations,
22 facilities, and privileges accorded to other persons by Defendant Redbox are not
23 fully and equally available to deaf and hard of hearing individuals in violation of the
24 Unruh Civil Rights Act.

25 66. Defendant Verizon's system of offering live streaming video content
26 through the internet is a "business establishment" within the meaning of the Unruh
27 Civil Rights Act. See *National Federation of Blind v. Target Corp.*, 582 F.Supp.2d
28 1185 (N.D. Cal. 2007) (Unruh Civil Rights Act and California Disabled Persons Act

1 applied to retailer's website as a business establishment and accommodation,
2 advantage, facility, and privilege of a place of public accommodation.). Because
3 Defendant Verizon provides captions on only a limited number of its Redbox Instant
4 titles, the goods, services, advantages, accommodations, facilities, and privileges
5 accorded to other persons by Defendant Verizon are not fully and equally available
6 to deaf and hard of hearing individuals in violation of the Unruh Civil Rights Act.

7 67. Defendants' actions constitute intentional discrimination against
8 Plaintiff and members of the putative class on the basis of disability. Defendants are
9 aware of the lack of full equal access to the deaf and hard of hearing, yet Defendants
10 have taken no steps to correct the access barriers.

11 68. Defendants are additionally violating California Civil Code § 51, in that
12 the conduct alleged herein constitutes a violation of various provisions of the ADA,
13 42 U.S.C. §§ 12101, *et seq.*, as set forth above. California Civil Code § 51(f)
14 provides that a violation of the right of any individual under the ADA shall also
15 constitute a violation of the Unruh Civil Rights Act.

16 69. The actions of Defendants were and are in violation of the Unruh Civil
17 Rights Act, California Civil Code §§ 51, *et seq.*, and therefore Plaintiff and members
18 of the putative class are entitled to injunctive relief remedying the discrimination.
19 Unless the Court enjoins Defendants from continuing to engage in these unlawful
20 practices, Plaintiff and members of the putative class will continue to suffer
21 irreparable harm.

22 70. Plaintiff and members of the putative class are also entitled to statutory
23 minimum damages pursuant to California Civil Code § 52 for each and every
24 offense.

25 71. Plaintiff and the other members of the putative class also request relief
26 as described below.

27 ///

28 ///

THIRD CAUSE OF ACTION

VIOLATION OF THE CALIFORNIA DISABLED PERSONS ACT

(On Behalf of Plaintiff and the California Disabled Person Subclass,

Against all Defendants)

72. Plaintiff hereby incorporates by reference each and every one of the allegations contained in the preceding paragraphs as if the same were fully set forth herein.

73. The California Disabled Persons Act, California Civil Code §§ 54-54.3, guarantees full and equal access for people with disabilities to all accommodations, advantages, facilities, and privileges of “all places of public accommodation” and “other places to which the general public is invited.”

74. Redbox’s thousands of DVD rental kiosks throughout California constitute “places of public accommodation” or “other places to which the general public is invited.” Because Defendant Redbox provides captions on only a limited number of its DVDs, the advantages, facilities, and privileges accorded to other persons by Defendant Redbox are not fully and equally available to deaf and hard of hearing individuals.

75. Defendant Verizon’s live streaming video website constitutes a “place[] of public accommodation” or “other place[] to which the general public is invited.” See National Federation of Blind v. Target Corp., 582 F.Supp.2d 1185 (N.D. Cal. 2007) (Unruh Civil Rights Act and California Disabled Persons Act applied to retailer’s website as a business establishment and accommodation, advantage, facility, and privilege of a place of public accommodation.). Because Defendant Verizon provides captions on only a limited number of its Redbox Instant titles, the advantages, facilities, and privileges accorded to other persons by Defendant Verizon are not fully and equally available to deaf and hard of hearing individuals.

76. Defendants are also violating California Civil Code §§ 54-54.3, in that their actions are a violation of the ADA. Any violation of the ADA is also a

1 violation of California Civil Code § 54.1.

2 77. As a result of Defendants' wrongful conduct, Plaintiff and members of
3 the putative class are entitled to statutory minimum damages under California Civil
4 Code § 54.3 and 55 for each offense.

5 78. Plaintiff and the other members of the putative class also request relief
6 as described below.

7 **FOURTH CAUSE OF ACTION**

8 **CALIFORNIA CONSUMER LEGAL REMEDIES ACT**

9 **(On Behalf of Plaintiff and the California False Advertising Class,**

10 **Against all Defendants)**

11 79. Plaintiff hereby incorporates by reference each and every one of the
12 allegations contained in the preceding paragraphs as if the same were fully set forth
13 herein.

14 80. The California Consumers Legal Remedies Act ("CLRA"), California
15 Civil Code §§ 1750, *et seq.*, was designed and enacted "to protect consumers against
16 unfair and deceptive business practices and to provide efficient and economical
17 procedures to secure such protection." California Civil Code §1760. The CLRA
18 should be liberally construed and applied to promote theses underlying purposes. *Id.*

19 81. Defendant Redbox's DVDs and streaming movies are "goods" as
20 defined by the CLRA, California Civil Code § 1761(a).

21 82. Plaintiff and members of the putative class are "consumers" as defined
22 by the CLRA, California Civil Code § 1761(d).

23 83. Defendants' conduct as alleged herein constitutes a "transaction" within
24 the meaning of the CLRA, California Civil Code §1761(e).

25 84. Defendants have engaged in unfair and deceptive practices to the
26 detriment of Plaintiff and members of the putative class. Plaintiff and members of
27 the putative class have suffered harm as a proximate result of the violations of law
28 and wrongful conduct of Defendants as alleged in this Complaint.

1 85. Defendants have violated and continue to violate, the CLRA in the
2 following respects, among others:

- 3 a. In violation of California Civil Code § 1770(a)(2), Defendants have
4 misrepresented the certification of their DVD and video streaming
5 content as closed captioned:
- 6 b. In violation of California Civil Code § 1770(a)(5), Defendants have
7 represented that their DVD and video streaming content have
8 characteristics, uses and benefits they do not have;
- 9 c. In violation of California Civil Code § 1770(a)(7), Defendants have
10 represented that their DVD and video streaming content are of a
11 particular standard or particular style when they are not; and
- 12 d. In violation of California Civil Code § 1770(a)(9), Defendants have
13 advertised their DVD and video streaming content with an intent not to
14 sell them as advertised.

15 86. Defendants' conduct constitutes intentional misrepresentation, deceit,
16 and concealment of a material fact known to Defendants with the intention of
17 thereby depriving Plaintiff and members of the Classes of property or otherwise
18 causing injury.

19 87. Unless Defendants are permanently enjoined from continuing to engage
20 in such violations of the CLRA, other consumers will be damaged by their acts and
21 practices in the same way as Plaintiff and members of the putative class have.

22 88. Plaintiff and members of the putative class further request this Court to
23 enjoin Defendants from continuing to employ the unlawful methods, acts and
24 practices alleged, pursuant to California Civil Code § 1780(a)(2).

25 89. Pursuant to California Civil Code §1782, Plaintiff has notified
26 Defendants in writing of the particular violations of California Civil Code § 1770 of
27 the CLRA and has demanded that Defendants take appropriate actions to remedy the
28 various violations of the CLRA including that Defendants give notice to all affected

1 consumers of Defendants' intent to act. Plaintiff sent such notice by certified mail to
2 Defendants' principal places of business.

3 90. If, within 30 days from the service of the CLRA letter, Defendants fail
4 to repair, replace or otherwise rectify the deceptive practices complained of herein
5 for the putative class, Plaintiff will amend this complaint to seek damages for such
6 deceptive practices pursuant to California Civil Code § 1782 and restitution pursuant
7 to Civil Code § 1780(a)(3).

8 91. Defendants' conduct was willful, fraudulent, oppressive and done in
9 wanton disregard for the rights of Plaintiff and members of the putative class.
10 Plaintiff and the putative class should therefore be awarded punitive damages against
11 Defendants, and each of them, in an amount to be established that is appropriate to
12 punish Defendants and deter others from engaging in such conduct.

13 92. Because Defendants knew that their conduct was directed at deaf and
14 hard of hearing individuals and have thus caused those individuals, including
15 Plaintiff members of the putative class, substantial damage, Plaintiff and members of
16 the putative class seek additional relief as disabled persons pursuant to California
17 Civil Code § 1780(b).

18 93. Plaintiff and members of the putative class also request the Court to
19 award them their costs and reasonable attorney's fees pursuant to Civil Code §
20 1780(e).

21 94. Plaintiff and the other members of the putative class also request relief
22 as described below.

23 **FIFTH CAUSE OF ACTION**

24 **VIOLATION OF THE CALIFORNIA FALSE ADVERTISING LAW**

25 **(On Behalf of Plaintiff and the California False Advertising Class,**

26 **Against all Defendants)**

27 95. Plaintiff hereby incorporates by reference each and every one of the
28 allegations contained in the preceding paragraphs as if the same were fully set forth

1 herein.

2 96. The California False Advertising Law, California Business &
3 Professions Code §17500, *et seq.*, prohibits the dissemination of false or misleading
4 statements in connection with advertising.

5 97. Defendants' conduct, misrepresentations and false statements of
6 material facts alleged in this Complaint constitute false advertising in violation of
7 California Business & Professions Code §17500, *et seq.*

8 98. At all times relevant hereto, Defendants' advertising regarding the
9 closed captioning of their DVD and online video streaming content was untrue,
10 misleading and likely to deceive the public and/or has deceived the Plaintiff and
11 consumers.

12 99. In making and disseminating the misrepresentations and false
13 statements alleged herein, Defendants knew or should have known that the
14 statements were untrue or misleading.

15 100. Defendants engaged in the false and/or misleading advertising,
16 marketing and labeling alleged herein with intent to directly or indirectly induce and
17 deceive deaf and hard of hearing individuals into purchasing or renting their DVDs
18 and online video streaming content.

19 101. As alleged in this Complaint, a result of Defendants' misrepresentations
20 and false statements, Plaintiff and members of the Class rented or purchased a
21 product or service that they otherwise would not have rented or purchased. Thus,
22 Plaintiff and members of the class did not receive what they paid for, and Plaintiff
23 and the members of the class have suffered an injury in fact as a result of
24 Defendants' misrepresentations and false statements.

25 102. Through these acts, Defendants have been able to reap unjust revenue
26 and profit, and have unfairly acquired money from Plaintiff and the members of the
27 class. Plaintiff requests that this Court restore this money, with interest, and enjoin
28 Defendants from continuing to violate California Business & Professions Code §§

1 17500, *et seq.*

2 103. Unless restrained and enjoined, Defendants will continue to engage in
3 the conduct alleged in this Complaint. Accordingly, injunctive relief is appropriate.

4 104. Plaintiff and members of the class seek an order requiring Defendants
5 to undertake a public information campaign to inform members of the class of its
6 prior acts or practices.

7 105. Plaintiff is entitled to an award of attorneys' fees and costs in
8 prosecuting this action against Defendants under California Code of Civil Procedure,
9 Section 1021.5 and other applicable law in part because:

- 10 a. a successful outcome in this action will result in the enforcement of
11 important rights affecting the public interest by maintaining the
12 integrity of representations made concerning Defendants' goods and
13 services;
- 14 b. this action will result in a significant benefit to consumers or a large
15 class of persons by bringing to a halt unlawful, unfair, deceptive,
16 and misleading activity and by causing the return of ill-gotten gains
17 obtained by Defendants;
- 18 c. unless this action is prosecuted, members of a large class of persons
19 will not recover those monies, and many consumers would not be
20 aware that they were victimized by Defendants' wrongful acts and
21 practices;
- 22 d. unless this action is prosecuted, Defendants will continue to mislead
23 consumers; and
- 24 e. an award of attorneys' fees and costs is necessary for the prosecution
25 of this action and will result in a benefit to each member of the
26 Class, and consumers in general.

27 106. Plaintiff and the other members of the putative class also request relief
28 as described below.

SIXTH CAUSE OF ACTION

**VIOLATION OF THE CALIFORNIA UNFAIR COMPETITION LAW
(On Behalf of Plaintiff and the California Unfair Competition Law Class,
Against all Defendants)**

107. Plaintiff hereby incorporates reference each and every one of the allegations contained in the preceding paragraphs as if the same were fully set forth herein.

108. The California Unfair Competition Law (“UCL”) prohibits “unfair competition,” which is defined by Business and Professions Code, Section 17200 as including “any unlawful, unfair or fraudulent business act or practice”

109. Because it contains no express intent, knowledge, or negligence requirement, the UCL “imposes strict liability.” *Searle v. Wyndham International, Inc.*, 102 Cal.App.4th 1327, 1333 (2002); *see also, Community Assisting Recovery, Inc. v. Aegis Security Insurance Co.*, 92 Cal.App.4th 886 (2001); *South Bay Chevrolet v. General Motors Acceptance Corp.*, 72 Cal.App.4th 861, 877 (1999). Nor is it a “‘necessary to show that the defendant intended to injure anyone.’ [Citation.]” *Hewlett v. Squaw Valley Ski Corp.*, 54 Cal.App.4th 499, 520 (1997).

110. The unlawful prong of Section 17200 “embrac[es] anything that can properly be called a business practice and that at the same time is forbidden by law.” *Rubin v. Green*, 4 Cal.4th 1187, 1200 (1993) (internal quotation marks omitted). It “borrows violations of other laws and treats them as independently actionable.” *Daugherty v. American Honda Motor Co., Inc.*, 144 Cal.App.4th 824, 837 (2006).

111. The unfair prong of Section 17200 “provides an independent basis for relief.” *Smith v. State Farm Mutual Automobile Insurance Co.*, 93 Cal.App.4th 700, 718 (2001). “It is not necessary,” therefore, “for a business practice to be ‘unlawful’ in order to be subject to an action under the unfair competition law.” *Id.* “In general the ‘unfairness’ prong ‘has been used to enjoin deceptive or sharp practices. . . .’ [Citation.]” *South Bay Chevrolet v. General Motors Acceptance*

1 *Corp.*, 72 Cal.App.4th 861, 887 (1999).

2 112. The fraudulent prong of section 17200 “affords protection against the
3 probability or likelihood as well as the actuality of deception or confusion.” *Payne*
4 *v. United California Bank*, 23 Cal.App.3d 850, 856 (1972). The test is whether
5 ““members of the public are likely to be deceived.” [Citation.]” *In re Tobacco II*
6 *Cases*, 46 Cal.4th 298, 312 (2009). As the California Supreme Court has explained,
7 “our concern with thwarting unfair trade practices has been such that we have
8 consistently condemned not only those alleged unfair practices which have in fact
9 deceived the victims, but also those which are likely to deceive them.” *Fletcher v.*
10 *Security Pacific National Bank*, 23 Cal.3d 442, 451 (1979).

11 113. Within four year preceding the filing of this complaint, Defendants
12 engaged in the following unlawful, unfair and fraudulent business acts and practices,
13 among others:

- 14 a. Denying deaf and hard of hearing individuals, on the basis of their
15 disability, full and equal enjoyment of Defendants’ goods, services,
16 facilities, privileges, advantages, or accommodations in violation of
17 the ADA, 42 U.S.C. §§ 12101 *et seq.*;
- 18 b. Denying deaf and hard of hearing individuals, on the basis of their
19 disability, equal access to the accommodations, advantages,
20 facilities, privileges, and services of Defendants’ business
21 establishments in violation of the California Unruh Civil Rights Act,
22 California Civil Code §§ 51, *et seq.*;
- 23 c. Denying deaf and hard of hearing individuals, on the basis of their
24 disability, equal access to the accommodations, advantages, facilities
25 and privileges of Defendants’ places of public accommodation in
26 violation of the California Disabled Persons Act, California Civil
27 Code §§ 54-54.3;
- 28 d. Engaging in unfair and deceptive business practices in violation of

1 the California Consumers Legal Remedies Act, California Civil
2 Code §§ 1750, *et seq.*;

3 e. Engaging in the false and misleading advertising, marketing and
4 labeling of their DVD and video streaming services and content in
5 violation of the California False and Misleading Advertising Law,
6 California Business & Professions Code §17500, *et seq.*;

7 f. Failing to comply with Federal Communication Commission
8 (“FCC”) rules and regulations promulgated under the Twenty-First
9 Century Communications and Video Accessibility Act of 2010;

10 g. Providing to deaf and hard of hearing individuals goods and services
11 that were not as effective as those provided to others;

12 h. Creating barriers to full integration, independent living, and equal
13 opportunity for persons with disabilities;

14 i. Increasing the sense of isolation and stigma that the ADA was meant
15 to redress;

16 j. Knowingly advertising and labeling their DVD and video streaming
17 content as closed captioned when in fact they were not such that deaf
18 and hard of hearing consumers were in fact and/or likely to be
19 deceived; and

20 k. Failing to remove the false and misleading statements their DVD
21 and video streaming content as closed captioned.

22 114. Defendants, through their acts of unfair competition, have been able to
23 reap unjust revenue and profit, and have unfairly acquired money from Plaintiff and
24 the members of the class. As a direct and proximate result of Defendants’ unlawful
25 business acts and practices, Plaintiff and members of the class have suffered
26 economic and other injuries.

27 115. Unless restrained and enjoined, Defendants will continue to engage in
28 the conduct alleged in this Complaint. Accordingly, pursuant to California Business

1 & Professions Code § 17203, injunctive relief is appropriate and Plaintiff and
2 members of the class seek a Court order enjoining Defendants from continuing to
3 engage in the unlawful, unfair and fraudulent business practices complained of
4 herein.

5 116. Plaintiff and members of the class further seek, pursuant to California
6 Business & Professions Code § 17203, full restitution on account of the economic
7 injuries they have suffered, along with disgorgement of ill-gotten gains from
8 Defendants as necessary and according to proof, to restore any and all monies
9 acquired by Defendants by means of the unlawful, unfair and fraudulent business
10 practices complained of herein.

11 117. Plaintiff and the Class Members seek appointment of a receiver, as
12 necessary, to oversee said restitution.

13 118. Plaintiff is entitled to an award of attorneys' fees and costs in
14 prosecuting this action against Defendants under California Code of Civil Procedure,
15 Section 1021.5 and other applicable law in part because:

- 16 a. a successful outcome in this action will result in the enforcement of
17 important rights affecting the public interest by maintaining the
18 integrity of representations made concerning Defendants' goods and
19 services;
- 20 b. this action will result in a significant benefit to consumers or a large
21 class of persons by bringing to a halt unlawful, unfair, deceptive,
22 and misleading activity and by causing the return of ill-gotten gains
23 obtained by Defendants;
- 24 c. unless this action is prosecuted, members of a large class of persons
25 will not recover those monies, and many consumers would not be
26 aware that they were victimized by Defendants' wrongful acts and
27 practices;

28 ///

- d. unless this action is prosecuted, Defendants will continue to mislead consumers; and
- e. an award of attorneys' fees and costs is necessary for the prosecution of this action and will result in a benefit to each member of the Class, and consumers in general.

119. Plaintiff and the other members of the putative class also request relief as described below.

PRAYER FOR RELIEF

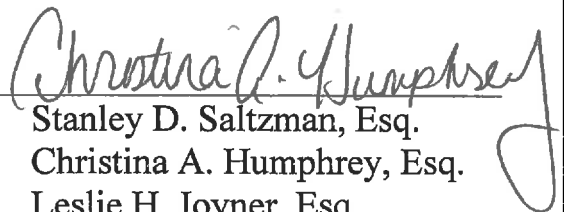
WHEREFORE, Plaintiff prays as follows:

- a. That this Court assume jurisdiction;
- b. That this Court certify the classes and sub-classes identified herein;
- c. That this Court certify Plaintiff Jancik as a representative of the classes and sub-classes identified herein;
- d. That this Court declare Defendant to be in violation of Title III of the Americans with Disability Act, 42 U.S.C. §§ 12181, et seq., the Unruh Civil Rights Act, Cal. Civ. Code §51, et. seq., and the California Disabled Persons Act, Cal. Civ. Code, § 54, et. seq.
- e. That this Court issue an injunction ordering Defendant to comply with the statutes set forth herein;
- f. That this Court award minimum statutory damages, defined as \$4,000 per incident of discrimination under the Unruh and \$1,000 per incident under the CDPA, to Plaintiff and members of the proposed class for violations of their civil rights under state law;
- g. That this Court award actual damages in an amount to be determined at trial;
- h. That this Court award general damages in an amount to be determined at trial;
- i. That this Court award punitive damages in an amount to be determined

- 1 at trial;
- 2 j. That this Court award interest on these sums at the legal rate from the
- 3 date of each unlawful collection of funds paid to Defendants by
- 4 Plaintiff and others similarly situated;
- 5 k. That this Court award reasonable attorneys' fees and costs pursuant to
- 6 federal and state law;
- 7 l. That this Court award such other and further relief as the Court may
- 8 deem necessary or appropriate.

9 DATED: September 5, 2013

MARLIN & SALTZMAN, LLP

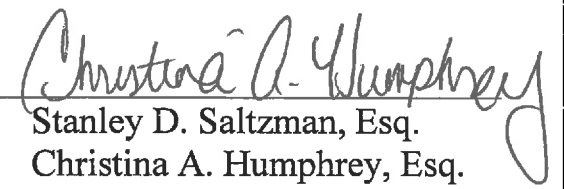
11 By: 
12 Stanley D. Saltzman, Esq.
13 Christina A. Humphrey, Esq.
14 Leslie H. Joyner, Esq.
15 Attorneys for Plaintiff

16 **DEMAND FOR JURY TRIAL**

17 Plaintiff hereby demands trial of Plaintiff's and the putative class' claims by
18 jury to the extent authorized by law.

19 DATED: September 5, 2013

MARLIN & SALTZMAN, LLP

21 By: 
22 Stanley D. Saltzman, Esq.
23 Christina A. Humphrey, Esq.
24 Leslie H. Joyner, Esq.
25 Attorneys for Plaintiff